PARKING SPACE LEASE AGREEMENT

This Agreement, made this 22nd day of May 2001 by and between Washington Real Estate Investment Trust, hereinafter called Landlord, and Montgomery County, hereinafter called Tenant:

WITNESSETII

The parties have mutually agreed, and hereby mutually agree as follows:

- Landlord hereby rents to Tenant 20 parking spaces located at 51 Monroe Street, Rockville, Maryland, as tenancy by the month, commencing on the 1st day of June and continuing thereafter on for a period of one year, terminating May 31, 2002.
- 2. Tenant agrees to pay as rent, the full sum of Seventy Dollars (\$70.00) per ear, per month payable in advance in the full remittance amount of \$1,400.00 per month to Washington Real Estate Investment Trust 6110 Executive Boulevard, Suite 800, Rockville, Maryland 20852 on the first day of each and every month.
- 3. Any automobile stored or placed in such parking space, or space allocated to the Tenant, together with the contents of such automobile shall be at the sole risk of Tenant, it being understood and agreed that the Landlord shall not be held in any way responsible to the Tenant for injury, loss or damage to the Tenant's car, or to any personal property left therein by fire, theft, collision, explosion or otherwise. Tenant shall hold Landlord harmless from any damage caused to Tenant, Tenant's car or its contents.
- 4. If the Tenant shall fail to pay the said rent when due, or violate any of the other covenants of conditions of this Agreement, all things herein contained shall cease and terminate and Landlord may proceed to recover possession of said space, all notice to quit being hereby expressly waived by Tenant, and Tenant expressly authorizes Landlord to remove any vehicle from the leased parking space to the street or other public area by the use of a tow truck of otherwise.
- 5. If no default occurs on the part of the Tenant, then said Tenant shall be entitled to not less than lifteen (15) days notice to vacate said parking space, which notice shall be given in writing. The Landlord shall be entitled to the same notice from Tenant, should Tenant decide to vacate said space. Notice to Landlord, Washington Real Estate Investment Trust, 6110 Executive Boulevard, Suite 800, Rockville, MD 20852; and notice to Tenant Montgomery County 101 Orchard Ridge Drive, 2rd floor Gaithersburg, Maryland 20878.
- 6. Parking is unattended and Landlord does not furnish attendants for the purpose of parking 'l'enant's ear.

7. The Tenant shall park all said vehicles on the D-level of the garage.

TENANT:

Iontgomery County

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Print Name/Title

LANDLORD:

Print Name/Title

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